

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Mercury Public Affairs, LLC	6170

3. Name of Foreign Principal
En+ Group International Public Joint-Stock Company.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached amendment, which modifies certain terms of the agreement between the registrant and the foreign principal that was previously filed. Registrant's work includes general public affairs and lobbying of the legislature and executive branch.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see the attached amendment, which modifies certain terms of the agreement between the registrant and the foreign principal that was previously filed. Registrant's work includes general public affairs and lobbying of the legislature and executive branch.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see the attached amendment, which modifies certain terms of the agreement between the registrant and the foreign principal that was previously filed. Registrant's work includes general public affairs and lobbying of the legislature and executive branch.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 01, 2020	Leonardo Dosoretz, Counsel	/s/ Leonardo Dosoretz eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<p align="center"><b>AMENDMENT 1</b></p> <p align="center"><b>TO</b></p> <p align="center"><b>AMENDED AND RESTATED</b></p> <p align="center"><b>CONSULTING SERVICES AGREEMENT</b></p>	<p align="center"><b>ДОПОЛНИТЕЛЬНОЕ СОГЛАШЕНИЕ № 1</b></p> <p align="center"><b>К ДОГОВОРУ ОБ ОКАЗАНИИ</b></p> <p align="center"><b>КОНСУЛЬТАЦИОННЫХ УСЛУГ В НОВОЙ</b></p> <p align="center"><b>РЕДАКЦИИ С ИЗМЕНЕНИЯМИ И</b></p> <p align="center"><b>ДОПОЛНЕНИЯМИ</b></p>
<p><b>EN+ GROUP International public joint-stock company</b> ("Client") and <b>Mercury Public Affairs LLC</b>, a Delaware limited liability company having a business address at 200 Varick Street, Suite 600, New York, New York U.S.A. 10014 ("Consultant"), collectively referred to as "Parties", hereby agree to this amendment (the "Amendment") to the Amended and Restated Consulting Services Agreement ("Agreement") entered into between the Parties effective as of January 1, 2020, attached hereto as <u>Exhibit A</u>, as hereinafter set forth:</p>	<p>Международная компания публичное акционерное общество «ЭН+ ГРУП» (далее – «Клиент») и «Mercury Public Affairs LLC», компания с ограниченной ответственностью, зарегистрированная в штате Делавэр, США, юридический адрес: 200 Varick Street, Suite 600, New York, New York U.S.A. 10014 (далее – «Консультант»), совместно именуемые «Стороны», заключили настоящее дополнительное соглашение (далее – «Дополнительное соглашение») к Договору об оказании консультационных услуг в новой редакции с изменениями и дополнениями (далее – «Договор»; Приложение А к настоящему Дополнительному соглашению) от 01 января 2020 г. о нижеследующем:</p>
<p>1. Schedule 2 of the Agreement is hereby replaced in full, and as of the Revised Schedule 2 Effective Date (defined below), Schedule 2 shall read as follows ("Revised Schedule 2"):</p>	<p>1. Изложить Приложение 2 Договора в следующей редакции (далее – «Приложение 2 в новой редакции») с Даты вступления в силу Приложения 2 в новой редакции (как этот термин определен ниже):</p>
<p align="center"><b><u>SCHEDULE 2</u></b></p> <p align="center"><b><u>Compensation and Expense</u></b></p>	<p align="center"><b><u>ПРИЛОЖЕНИЕ 2</u></b></p> <p align="center"><b><u>Компенсация и расходы</u></b></p>
<p>For Services identified in Schedule 1, Client will pay Consultant the following fees in U.S. dollars (\$):</p> <p align="center">❖ \$10,000.00 per month</p>	<p>За Услуги, указанные в Приложении 1, Клиент будет выплачивать Консультанту следующее вознаграждение в долларах США (\$):</p> <p align="center">❖ 10 000,00 долларов США ежемесячно.</p>
<p>Monthly payment of \$10,000.00 will be made per the terms of paragraph 2 of the Agreement. Payments shall be made by wire transfers to Consultant's bank per attached Schedule 4.</p>	<p>Ежемесячный платеж в размере 10 000,00 долларов США будет производиться в соответствии с параграфом 2 Договора. Платежи следует осуществлять банковским переводом на банковский счет Консультанта согласно Приложению 4.</p>

<p>In addition, Client will pay and reimburse Consultant for all reasonable business expense actually incurred and properly documented in providing the Services, said expense to be billed monthly along with fees. Any expenses over \$500 will be incurred only with the prior consent of Client.</p>	<p>Кроме этого, Клиент оплатит и возместит Консультанту все обоснованные бизнес-расходы, надлежащим образом задокументированные и фактически понесённые в связи с оказанием Услуг; счета за такие расходы будут выставляться ежемесячно вместе с счетами на оплату вознаграждения. Любые расходы свыше 500 долларов США будут осуществляться только с предварительного согласия Клиента.</p>
<p>Client will pay and reimburse Consultant for all filing fees, costs, and expenses paid or incurred by Consultant related to compliance requirements in any jurisdiction.</p>	<p>Клиент оплатит и возместит Консультанту все комиссии, затраты и расходы, уплаченные или понесенные Консультантом в связи с соблюдением применимых требований в каких бы то ни было юрисдикциях.</p>
<p>In addition, Client will pay all polling expenses and any media/advertising expenses, including both production and placement. Said expense will only be incurred with the prior approval of Client, and will be billed monthly along with fees and other expenses.</p>	<p>Кроме того, Клиент будет оплачивать все расходы в связи с проведением исследований и любые рекламные расходы и затраты, связанные со СМИ, в т.ч. с изготовлением и размещением материалов. Такие расходы будут осуществлены только после получения письменного согласования Клиента; счета за такие расходы будут выставляться ежемесячно вместе со счетами на оплату вознаграждения и оплату других расходов.</p>
<p>2. Revised Schedule 2 shall be effective as of April 1, 2020 (the "Revised Schedule 2 Effective Date").</p>	<p>2. Приложение 2 в новой редакции вступает в силу 1 апреля 2020 г. (выше и далее – «Дата вступления в силу Приложения 2 в новой редакции»).</p>
<p>3. This Amendment forms an integral part of the Agreement.</p>	<p>3. Настоящее Дополнительное соглашение является неотъемлемой частью Договора.</p>
<p>4. This Amendment is made in two copies of equal legal force: one copy for the Client and one copy for the Consultant. This Amendment is in the English language and a Russian translation is provided for reference and convenience only. In the event of any conflict in the languages, or any inconsistency in translation, terms, or interpretation of the Amendment, the English version is confirmed as the Amendment between the parties and shall prevail.</p>	<p>4. Настоящее Дополнительное соглашение составлено в двух экземплярах, имеющих равную юридическую силу: один экземпляр для Клиента и один экземпляр для Консультанта. Настоящее Дополнительное соглашение составлено на английском языке, версия на русском языке подготовлена исключительно для информации и в целях удобства. В случае любых расхождений или иных несоответствий между двумя версиями, включая в части перевода, условий и интерпретации настоящего Дополнительного соглашения, версия на английском языке имеет приоритет.</p>

<p>5. The parties are hereby simultaneously executing a Russian translation of the Agreement, attached hereto as <u>Exhibit B</u>, for reference and convenience only. In the event of any conflict in the languages, or any inconsistency in translation, terms, or interpretation of the Agreement, the English version is confirmed as the Agreement between the parties and shall prevail.</p>	<p>5. Настоящим Стороны одновременно подписывают версию Договора на русском языке (Приложение В к настоящему Дополнительному соглашению, исключительно для информации и в целях удобства). В случае расхождений или иных несоответствий между двумя версиями, включая в части перевода, условий и интерпретации Договора, версия на английском языке имеет приоритет.</p>
<p>6. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.</p>	<p>6. За исключением условий, предусмотренных настоящим Дополнительным соглашением, все другие положения и условия Договора остаются в силе.</p>

Mercury Public Affairs LLC

By: / Подпись: Morris L. Reid

Name: / Имя: Morris L. Reid / Моррис. Л. Рейд

Title: / Должность: Partner / Партнер

Date: / Дата: 23/04/2020

  

EN+ GROUP IP JSC / МКПАО «ЭН+ ГРУП»

By: / Подпись: [Signature]

Name: / Имя: Vladimir Kiriukhin / Владимир Кирюхин

Title: / Должность: CEO / Генеральный директор

Date: / / 2020

Date: / Дата: / / 2020

**EXHIBIT A**

**Consulting Services Agreement**

Attached

**EXHIBIT B**

**Consulting Services Agreement (Russian Translation)**

Attached